

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO**

In Re:)	CHAPTER 13
)	
)	CASE NO. 15-12447
Mark E. Peterson)	
Tina L. Peterson)	JUDGE PRICE SMITH
)	
)	<u>MOTION TO INCUR DEBT AND</u>
)	<u>PURCHASE A VEHICLE</u>
Debtors)	

Now come Debtors, Mark E. Peterson and Tina L. Peterson, by and through attorney, Brian K. Autero, and respectfully request this court to grant this Motion to Purchase a Vehicle. The terms of the proposed deal are as follows: a 72 month purchase at 17.49% interest to be paid at a monthly payment of \$361.84 (Attached as Exhibit A is the Installment Sales Contract; attached as Exhibit B is the Retail Buyers Order).

The debtors are petitioning the court for permission to purchase a 2017 Hyundai Sonata for transportation purposes. Debtors had previously received a moratorium to allow them to save for vehicle repairs, but the repairs ended up being more expensive than initially estimated (Attached as Exhibit C is the initial repair estimate; attached as Exhibit D is the repair estimate prepared after a more in-depth inspection of the vehicle). The vehicle repair estimate came in significantly higher than expected and Debtors have decided to purchase a more reliable vehicle, rather than repair their prior vehicle. (Attached as Exhibit E is a letter from Debtors re the need for the new vehicle). Debtors anticipate making a down payment of \$1,200.00 on this vehicle, using the funds saved from the moratorium for the October 2018 payment (*See* Exhibits A & B). The remainder of the funds saved from the moratorium were used to repair Mr. Peterson's 2007 Chevrolet Cobalt & 2011 Ford Focus (Attached as Exhibit F is a letter from Debtors' nephew re the repairs he performed to their vehicles).

The monthly payment will be affordable as Mrs. Peterson has recently acquired new employment. Additionally, Debtors have approximately ten months left in their bankruptcy plan, and will have extra disposable income after its conclusion. Debtors are current on their plan payments and have paid ahead \$686.52 through August 2018's payment. This incursion of debt will not impact their ability to successfully complete their plan.

The company handling the loan is Ganley Lincoln of Middleburg Heights at 6930 Pearl Rd., Middleburg Heights, OH 44130. Their telephone number is (440) 845-6000.

Respectfully Submitted,

/s/ Brian K. Autero

Brian K. Autero (0077265)

Rauser & Associates

614 West Superior Avenue, Suite 950

Cleveland, Ohio 44113

Telephone: (216) 263-6200

Facsimile: (216) 263-6202

bautero@ohiolegalclinic.com

Attorney for Debtors

CERTIFICATE OF SERVICE

I certify that on October 1, 2018, a true and correct copy of the motion was served:

Via the court's Electronic Case Filing System on these entities and individuals who are listed on the court's Electronic Mail Notice List.

Chapter 13 Trustee:

Lauren A. Helbling, on behalf of the Chapter 13 Trustee's office at
ch13trustee@ch13cleve.com

Debtor's Attorney:

Brian K. Autero, on behalf of Debtors, at bautero@ohiolegalclinic.com

And by regular U.S. mail, postage prepaid, on:

Debtors:

Mark & Tina Peterson, Debtors, at 18408 Waterbury Ave., Maple Heights, OH 44137

Dealership:

Ganley Lincoln of Middleburg Heights at 6930 Pearl Rd., Middleburg Heights, OH 44130

/s/ Brian K. Autero
Brian K. Autero (0077265)
Rauser & Associates
614 West Superior Avenue, Suite 950
Cleveland, Ohio 44113
Telephone: (216) 263-6200
Facsimile: (216) 263-6202
bautero@ohiolegalclinic.com
Attorney for Debtors

EXHIBIT A

**RETAIL INSTALLMENT SALE CONTRACT -- SIMPLE FINANCE CHARGE
(WITH ARBITRATION PROVISION)**DEAL#: 78609
CUST#: 152003

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code) MARK E PETERSON 18408 WATERBURY AVE MAPLE HTS, OH 44137 CUYAHOGA	Co-Buyer Name and Address (Including County and Zip Code) TINA L PETERSON 18408 WATERBURY MAPLE HTS, OH 44137 CUYAHOGA	Seller-Creditor (Name and Address) GANLEY LINCOLN OF MIDDLEBURG HTS. 6930 PEARL ROAD MIDDLEBURG HTS, OH 44130
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Mileage	Primary Use For Which Purchased
USED	2017	HYUNDAI SONATA	5NPE24AF7HH518499	<input type="checkbox"/> estimate <input checked="" type="checkbox"/> actual 49179	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
17.49 %	\$ 10084.78	\$ 15967.70	\$ 26052.48	\$ 1200.00 is
				\$ 27252.48

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	361.84	Monthly beginning 11/06/2018
N/A	N/A	N/A

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 20 or 5 % of each installment, whichever is greater.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

APPLICABLE LAW

Federal law and the law of the state of our address shown above apply to this contract.

WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____

Co-Buyer Signs X _____

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price of vehicle, accessories, and taxes	\$	16184.20(1)
2	Other charges including amounts paid to others on your behalf (Seller may keep part of these amounts):		
A	Government taxes not included in line 1 above	\$	N/A
B	Government license and/or registration fees TRANSFER/30 DAY TAG	\$	18.50
C	Government certificate of title fees	\$	15.00
D	Net trade-in payoff to N/A	\$	0.00
E	Optional Gap Contract	\$	700.00
F	Documentary Fee	\$	250.00
G	Other Charges (Seller must identify who is paid and describe purpose.)		
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	to N/A for N/A	\$	N/A
	Total other charges and amounts paid to others on your behalf	\$	983.50 (2)
3	Total cash price (1 + 2)	\$	17167.70 (3)
4	Downpayment		
	Trade-in N/A (Year) (Make) (Model)		
	Gross trade-in \$ N/A -payoff by seller	\$	N/A
	= net trade-in \$ N/A +cash	\$	1200.00
	+other (describe) N/A	\$	N/A
	Total downpayment = (if negative enter "0" and see line 2D above)	\$	1200.00 (4)
5	Unpaid balance of cash price (3 minus 4)	\$	15967.70 (5)
6	Insurance		
A	Cost of optional credit insurance paid to insurance company or companies		
	Life \$ N/A	\$	N/A
	Disability \$ N/A	\$	N/A
B	Other optional insurance paid to Insurance Company or Companies	\$	N/A
	Total insurance charges	\$	N/A (6)
7	Amount financed (principal balance) (5 + 6)	\$	15967.70 (7)
8	Finance charge	\$	10084.78 (8)
9	Total of payments (time balance) (7 + 8)	\$	26052.48 (9)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 7, is paid in full on or before **N/A** Year **N/A** SELLER'S INITIALS **N/A**

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 2E of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term **72** Mos. **GAP PROTECTION**
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X

Limited Right to Cancel

☒ If checked, a limited right to cancel applies:

You agree that we have **7** days from the date you sign this contract to assign this contract. If we are unable to assign this contract within this time period, you or we may cancel this contract. This limited right to cancel will end at the earlier of the date we assign the contract or the end of the stated time period. Please see below for important terms of this limited right to cancel.

Buyer Initials

Co-Buyer Initials

Limited Right to Cancel

a. We agree to deliver the vehicle to you on the date this contract is signed by us and you. You understand that it may take a few

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ **N/A**

Credit Disability \$ **N/A**

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 6A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ **N/A** **N/A**
Type of Insurance Term

Premium \$ **N/A**

Insurance Company Name

N/A

Home Office Address

N/A

☐ **N/A** **N/A**
Type of Insurance Term

Premium \$ **N/A**

Insurance Company Name

N/A

Home Office Address

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X **N/A** **N/A**
Buyer Signature Date

X **N/A** **N/A**
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. WITHOUT SUCH INSURANCE YOU MAY NOT OPERATE THIS VEHICLE ON PUBLIC HIGHWAYS.

Amount of Security Interest Recording Fee Paid In Cash
\$ **N/A**

Returned Check Charge: You agree to pay a charge not to exceed \$20 if any check you give us is dishonored.

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract, on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance an irregular payment schedule.** An irregular payment schedule is one with payments not scheduled to be paid in substantially equal consecutive payments. If you have an irregular payment schedule and if you are buying the vehicle primarily for personal, family, or household use, you may refinance this contract without penalty. The terms of the refinancing will be no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**
You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once (accelerate). Default means:
 1. You do not pay any payment on time;
 2. You give false, incomplete, or misleading information on a credit application;
 3. You start a proceeding in bankruptcy or one is started against you or your property; or
 4. You break any agreements in this contract.
 If your only default is that you did not pay a payment on time, we may accelerate this contract only if your default continues for at least 30 days. Otherwise, we may accelerate any time after you default. Our right to accelerate is subject to any right the law gives you to reinstate this contract. The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- d. **How you can get the vehicle back if we take it.** If we repossess the vehicle, in many situations, the law gives you the right to pay to get it back. We will tell you what you have to do to get the vehicle back.
- e. **We will sell the vehicle if you do not get it back.** If you do not do what is required to get the vehicle back, we will sell the vehicle.
We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the greater of the Annual Percentage Rate shown on the front of this contract, or the highest rate the law permits.
- f. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at

ARBITRATION PROVISION**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees, if this contract is subject to the limited right to cancel described on page 2, or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs ☒ Co-Buyer Signs ☒
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision above, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs ☒ Date 09/24/2018 Co-Buyer Signs ☒ Date 09/24/2018

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here ☒ N/A Address ☒ N/A

Seller signs GANLEY LINCOLN OF MIDDLEBURG HTS. Date 09/24/2018 By ☒ Title F&I MANAGER

Seller assigns its interest in this contract to PRESTIGE FINANCIAL SVCS., INC. (Assignee) under the terms of Seller's agreement(s) with Assignee.	
Assigned without or with limited recourse <input checked="" type="checkbox"/>	Assigned with recourse <input type="checkbox"/>
Seller GANLEY LINCOLN OF MIDDLEBURG HTS. F&I MANAGER	Seller By Title

EXHIBIT B

PURCHASER MARK E PETERSON TINA L PETERSON
 ADDRESS 18408 WATERBURY AVE
 CITY MAPLE HTS STATE OH ZIP 44137
 RES. PHONE 216/780-9717
 BUS. PHONE _____
 E-MAIL _____ DATE 09/24/2018

RETAIL BUYERS ORDER
GANLEY LINCOLN OF MIDDLEBURG HTS.
6930 PEARL ROAD
MIDDLEBURG HTS, OH 44130
440/845 6000

MOBILE NO. _____
 PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
 MOTOR VEHICLE: ☐ NEW ☒ USED ☐ DEMO ☒ RENTAL ☐ FACTORY OFFICIAL

DEAL NO. 78609 CUSTOMER NO. 152003

MILEAGE ON PURCHASED VEHICLE: 49179
 Accurate Unless Marked Not Accurate [] NOT ACCURATE

VEHICLE SOLD:

MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK NO.	SERIAL NO.
HYUNDAI	2017	SONATA	4DR	SILVER		15794PR	5NPE24AF7HH518499

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) [] NOT ACCURATE Salvage Vehicle? [] YES			
BALANCED OWED \$ <u>N/A</u> (Good Until _____) Trade-In Allowance <u>N/A</u>			
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) [] NOT ACCURATE Salvage Vehicle? [] YES			
BALANCED OWED \$ <u>N/A</u> (Good Until _____) Trade-In Allowance <u>N/A</u>			
REMARKS:			
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ <u>1200.00</u> as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for <u>2</u> days from the date of Deposit. X			
NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ <u>N/A</u> (known as negative equity). X			
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X			

PRICE OF VEHICLE	\$	14915.00
OTHER GOODS AND SERVICES		
N/A OR Similar		N/A
N/A Vehicle with		N/A
N/A Similar terms		N/A
GAP PROTECTION		700.00
N/A payment not		N/A
N/A to exceed		N/A
DOCUMENTARY SERVICE FEE		250.00
TOTAL PRICE		15865.00
TRADE-IN ALLOWANCES		(N/A)
TAX BASE		15865.00
SALES TAX	8.0000 %	1269.20
TITLE FEE		15.00
REGISTRATION FEE		18.50
PLUS PAYOFF ON TRADE VEHICLE(S)		N/A
TOTAL DUE		17167.70
LESS INITIAL PAYMENT CASH DOWN	\$	1200.00
LESS REBATE/FACTORY INCENTIVE		N/A
LESS REBATE/FACTORY INCENTIVE		N/A
		N/A
BALANCE DUE	\$	15967.70

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf. These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report, Used Vehicle Limited Warranty and Retail Installment Sales Contract.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this <u>24th</u> day of <u>September</u> , <u>2018</u>	
PURCHASER(S) <u>MARK E PETERSON</u> SALESPERSON <u>JEFFERY STACEY FRED ABOID</u>	<u>TINA L PETERSON</u> ACCEPTED BY AUTHORIZED AGENT

ADDITIONAL TERMS AND CONDITIONS

1. AS USED IN THIS AGREEMENT THE TERMS "DEALER" SHALL MEAN THE PERSON OR COMPANY TO WHOM THIS AGREEMENT IS ADDRESSED AND WHO SHALL BECOME A PARTY TO THIS AGREEMENT BY ITS ACCEPTANCE; "I", "PURCHASER" AND/OR "PURCHASER(S)" SHALL MEAN THE PARTY/ PARTIES INITIATING THIS AGREEMENT AS STATED ON THE FACE OF THE AGREEMENT; "MANUFACTURER" SHALL MEAN THE CORPORATION THAT MANUFACTURED THE VEHICLE OR CHASSIS. IT BEING UNDERSTOOD, BY THE PURCHASER AND DEALER THAT DEALER IS IN NO RESPECT THE AGENT OF THE MANUFACTURER, DEALER AND PURCHASER (ALONG WITH ANY CO-PURCHASERS) ARE THE SOLE PARTIES TO THE AGREEMENT AND ANY REFERENCE TO THE MANUFACTURER IS FOR THE PURPOSE OF EXPLAINING GENERALLY CERTAIN CONTRACTUAL RELATIONSHIPS EXISTING BETWEEN THE DEALER AND MANUFACTURER. "DOCUMENT" AND "AGREEMENT" SHALL MEAN THIS RETAIL BUYERS ORDER PLUS ANY OTHER WRITING RELATIVE IN ANY WAY TO THE PURCHASE TRANSACTION NOTED ON THE FACE OF THIS RETAIL BUYERS ORDER.
2. PURCHASER AGREES TO PAY THE BALANCE ON THE TERMS SPECIFIED AND ACCEPT DELIVERY OF VEHICLE WITHIN FORTY-EIGHT (48) HOURS AFTER BEING NOTIFIED THAT SAID VEHICLE IS READY. FAILURE TO TIMELY ACCEPT DELIVERY BY PURCHASER OF VEHICLE SHALL GIVE DEALER THE RIGHT TO DISPOSE OF ANY VEHICLE TRADED IN, TREATING ANY CASH CONSIDERATION RECEIVED AS A DEPOSIT AND RETAINING SAME, AND AT DEALER'S OPTION, THE RIGHT TO RETAIN ANY DEPOSIT AND TO PURSUE ANY OTHER REMEDY AVAILABLE UNDER LAW. IF DEALER PAID ANY NEGATIVE EQUITY BALANCE ON THE TRADE VEHICLE, OR VEHICLE WAS A LEASE TURN-IN AND DEALER HAS ALREADY PAID THE BALANCE OWED, PURCHASER SHALL PAY TO DEALER THE AMOUNT PAID ON PURCHASER'S BEHALF.
3. PURCHASER ACKNOWLEDGES THAT IF ANY TRADED-IN VEHICLE IS RETAINED BY PURCHASER UNTIL THE VEHICLE PURCHASED IS READY FOR DELIVERY THAT UPON DEMAND SAID VEHICLE WILL BE SURRENDERED TO DEALER.
4. IF AT THE TIME OF EXECUTION OF THIS ORDER, THE USED MOTOR VEHICLE TO BE TRADED IS NOT DELIVERED SIMULTANEOUSLY, SUCH USED MOTOR VEHICLE ALLOWANCE SHALL BE SUBJECT TO REAPPRAISAL AT TIME OF DELIVERY OF VEHICLE PURCHASED FOR PHYSICAL DAMAGES AND/OR CHANGES IN MARKET VALUATIONS. IF THERE IS ANY DISPUTE AS TO THE AMOUNT OF THE REAPPRAISAL TO DETERMINE THE USED VEHICLE ALLOWANCE, SAID DISPUTE SHALL BE SETTLED BY USING THE VALUE OF THE USED MOTOR VEHICLE AT TRADE-IN PRICE AS ESTABLISHED BY THE NATIONAL AUTOMOBILE DEALERS ASSOCIATION USED CAR GUIDE BOOK PUBLISHED EACH MONTH, FOR THE MONTH IN WHICH THE DISPUTE ARISES.
5. PURCHASER AGREES THAT IF THE ORDER CALLS FOR A NEW MOTOR VEHICLE IT IS SUBJECT TO ITS AVAILABILITY AND THAT DELIVERY TO THE PURCHASER WILL TAKE PLACE WITHIN A REASONABLE TIME AFTER SAID VEHICLE IS RECEIVED BY DEALER FROM THE MANUFACTURER. DEALER CANNOT AND DOES NOT REPRESENT THAT THE VEHICLE WILL BE OBTAINED FROM THE MANUFACTURER WITHIN A SPECIFIED TIME.
6. IN THE EVENT THE MANUFACTURER SHALL NOTIFY THE DEALER OF A CHANGE IN PRICE FOR NEW MOTOR VEHICLES OF THE SAME STYLE AND TYPE AS THE VEHICLE ORDERED BY THIS AGREEMENT, AND PRIOR TO DELIVERY OF THE VEHICLE ORDERED BY PURCHASER, DEALER SHALL HAVE THE RIGHT TO ADJUST THE CASH PRICE OF THE VEHICLE ORDERED, ONLY IN THE AMOUNT OF THE INCREASE. IN THE EVENT OF ANY SUCH CHANGE IN THE CASH PRICE, PURCHASER SHALL HAVE THE OPTION OF CONCLUDING THE PURCHASE AT THE ADJUSTED PRICE OR CANCELING THIS AGREEMENT. SHOULD PURCHASER ELECT TO CANCEL, DEALER WILL REFUND TO PURCHASER ALL AMOUNTS PREVIOUSLY PAID, AND IF PURCHASER HAS DELIVERED TO DEALER A TRADE-IN VEHICLE AS ALL OR PART OF THE PAYMENT REQUIRED, DEALER SHALL REDELIVER THE TRADE-IN VEHICLE TO PURCHASER. IF DEALER HAS SOLD THE TRADE-IN VEHICLE, DEALER SHALL PAY TO PURCHASER THE TRADE-IN ALLOWANCE FOR THE VEHICLE, LESS ANY EXPENSES INCURRED IN RECONDITIONING THE VEHICLE, AND/OR LESS ANY NEGATIVE EQUITY ADJUSTMENT.
7. PURCHASER AGREES THAT NO STATEMENT HAS BEEN MADE AS TO THE NUMBER OF MILES ON ANY NEW, USED, DEMO, RENTAL OR FACTORY OFFICIAL, EXCEPT AS SET FORTH IN THE ODOMETER MILEAGE STATEMENT AS PROVIDED BY THE FEDERAL ODOMETER LAW AND ON THE FACE OF THIS AGREEMENT AS REQUIRED UNDER THE OHIO ODOMETER LAW WHICH DOES NOT CONSTITUTE A WARRANTY, EXPRESS OR IMPLIED, OR A CONTRACTUAL TERM OF THIS AGREEMENT. PURCHASER ACKNOWLEDGES RECEIPT OF SUCH FEDERAL ODOMETER STATEMENT.
8. ANY TRADE-IN VEHICLE DELIVERED BY THE PURCHASER TO THE DEALER IN CONNECTION WITH THIS AGREEMENT SHALL BE ACCOMPANIED BY DOCUMENTS SUFFICIENT TO ENABLE THE DEALER TO OBTAIN A TITLE TO THE TRADE-IN VEHICLE IN ACCORDANCE WITH APPLICABLE STATE LAW. PURCHASER WARRANTS THAT ANY TRADE-IN VEHICLE DELIVERED TO THE DEALER IS PROPERLY TITLED TO PURCHASER AND/OR PURCHASER HAS THE RIGHT TO SELL OR OTHERWISE CONVEY SUCH VEHICLE, AND HAS NEVER BEEN A SALVAGE VEHICLE, A REBUILT OR RECONDITIONED VEHICLE, A FLOOD VEHICLE OR A LEMON BUYBACK, AND THAT SUCH VEHICLE IS FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES, EXCEPT AS MAY BE NOTED ON THE FRONT SIDE OF THIS AGREEMENT, AND THAT ALL EMISSION CONTROL EQUIPMENT IS ON THE VEHICLE AND IN SATISFACTORY WORKING ORDER, AND THE ODOMETER READING IS ACCURATE UNLESS OTHERWISE DISCLOSED. IF THERE HAS BEEN ANY MODIFICATION TO THE EMISSION EQUIPMENT OR SAFETY DEVICES OF THE VEHICLE TO BE TRADED IN, DEALER RESERVES RIGHT TO DEDUCT THE COST OF REPAIR OF SUCH EQUIPMENT OR DEVICES FROM THE USED VEHICLE ALLOWANCE GIVEN THE PURCHASER.
9. DEALER AGREES TO DISCLOSE ANY PREVIOUS DAMAGE TO A NEW MOTOR VEHICLE WHEN DEALER HAS ACTUAL KNOWLEDGE OF THE DAMAGE WHERE THE RETAIL REPAIR COST OF THE DAMAGE EXCEEDS OR EXCEEDED 6% OF MSRP (MANUFACTURER'S SUGGESTED RETAIL PRICE) EXCLUDING DAMAGE TO GLASS, TIRES AND BUMPERS WHERE REPLACED BY IDENTICAL EQUIPMENT.
10. PURCHASER ASSUMES RESPONSIBILITY TO COVER THE VEHICLE DESCRIBED ON FRONT OF THIS DOCUMENT WITH NECESSARY AND PROPER INSURANCE COVERAGE AND ALSO ASSUMES ALL LEGAL LIABILITY ARISING FROM THE OPERATION OF SAID VEHICLE FROM TIME

EXHIBIT C

GALLAGHERS EXPERT AUTO REPAIR

4686 PEARL RD

CLEVELAND, OH 44109

Ph: 216-661-9904 • Fax: 216-661-9904

gallaghersauto@sbcglobal.net • gallaghersexpertautorepair.com

Estimate# Q001014

Written By: William Gallagher

Date: 08-02-2018 3:21 PM

Customer **Mark Peterson (PET002)**

18408 Waterbury Ave

Maple Heights OH 44137

Work: 216-990-2002

Vehicle **2008 Ford Explorer XLT**

4.0 GAS - BROWN

Miles In: 178,000

Miles Out: 178,000

License Plate: X66 00

Work to be performed**Labor**

Labor	Tech	Hrs	Price	Discount	Total
ENGINE BAD.MAKING NOISE NEEDS REPLACED		13.50	75.00	0.00%	1,012.50

Labor	SubTotal	\$1,012.50
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Parts

Parts	Part No	Qty	Price	Discount	Total
OIL CHANGE WITH FILTER	AAASW20	1.00	29.95	0.00%	29.95
COOLANT	AAASHOP	2.00	19.95	0.00%	39.90
USED 4.0 ENGINE ASSEMBLY-90 DAY WARRANTY	AAADEN-USED	1.00	1,695.00	0.00%	1,695.00

Parts	SubTotal	\$1,764.85
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Total **Proposed Completed Date**

08-02-2018 5:00 PM

Labor 1,012.50

Parts 1,764.85

Hazmat* 0.00

Supplies* 5.00

Taxes 222.59

Estimate Total \$3,004.94

^ Shop Supply & Hazmat Fees: This charge represents costs and profits (where applicable) to this repair facility for miscellaneous shop supplies, and/or waste removal

**Your Right to
a Written
Estimate**
(Please Sign)

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:

I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE IF MY FINAL BILL WILL EXCEED \$100.

☐ I REQUEST A WRITTEN ESTIMATE.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE _____

EXHIBIT D



Ganley Lincoln of Middleburg Heights



6930 Pearl Road • Middleburg Heights, Ohio 44130 • (440) 845-6000
FAX (440) 845-6289 lmsale@ganleyauto.com

9/26/2018

Estimate for Vin# 1FMEU63E28UA20982

2008 FORD EXPLORER

***All labor times based on ALLDATA labor guide

Battery - \$179.95 installed (menu price)

Front Brake Pads and Rotors - \$275.00 installed

Rear Brake Pads and Rotors - \$275.00 installed

Transmission Flush - \$199.00 (menu price)

Radiator – parts \$200 labor \$150 total \$350.00

Engine (USED) – parts \$1800 labor \$1300 total \$3100.00

Subtotal \$4378.95

Shop Charges: \$35.00

Tax \$353.12

Total for estimate \$4767.07



Frank Kelly

Service Director

440-845-6000

EXHIBIT E

the reason we need a car loan is because the 2 months deferment wasn't enough to complete the work on the explorer the price of the engine increased and the labor did also. The car has been sitting since April more things would have been needed to get it back on the road again other than just the engine. The brakes needed cleaned the cooling system would have needed flushed and all that brings more labor. We ended up putting money into Mark's 2007 cobalt it needed front suspension work. The money we had saved for the engine went into his car. If the rest of the deferment is needed as a down payment that is fine.

10/1/2018

EXHIBIT F

----- Original message -----

From: Sec Waste <securedwaste@aol.com>

Date: 9/25/18 5:35 PM (GMT-05:00)

To: tina72168@aol.com

Subject: Letter

To whom it may concern: 9/23/2018

I am tina and mark Peterson's nephew. I put brakes, rotors and calipers on their 2007 chevy cobalt as well as brakes, rotors and calipers on their 2011 Ford Focus. Parts and labor totaling \$800.00—

Any questions, feel free to contact me.

Thanks, Beau
440-413-1183

10/1/2018